

**CITY COUNCIL MEETING  
TUESDAY, MAY 2, 2017  
CITY HALL  
22710 E. COUNTRY VISTA DRIVE  
7:00 P.M.**

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. CALL TO ORDER**
- 4. ROLL CALL**
- 5. AGENDA APPROVAL**
- 6. CITIZEN COMMENTS**
- 7. PROCLAMATION – LEMONADE DAY**
- 8. FIRST QUARTER REPORT** – Liberty Lake Municipal Library, Pamela Mogen, Library Director
- 9. MAYOR AND CITY COUNCIL COMMITTEE REPORTS**
  - Community Development Committee
  - Finance Committee
  - Public Safety Committee
- 10. CITY ADMINISTRATOR REPORT**
- 11. ACTION ITEMS**
  - A. Consent Agenda**
    - i. Approve April 11, 2017 City Council Minutes
    - ii. Approve May 2, 2017 vouchers in the amount of \$84,730.34
  - B. General Business**
    - i. Authorize the Mayor to approve and sign the Cooperation Agreement for Community Development Block Grant and Related Funds
    - ii. Confirm Ralph Williams' reappointment to serve as the City's representative on the Housing and Community Development Advisory Committee
    - iii. Approve the Memorandum of Understanding with Spokane Police Department
    - iv. Approve the On Call Landscaping Agreement with Greenleaf Landscaping, Inc., and authorize the Mayor to sign/execute the Agreement
    - v. Approve the On Call Arborist Agreement with Greenleaf Landscaping, Inc., and authorize the Mayor to sign/execute the Agreement

**12. FIRST READ ORDINANCE**

Ordinance No. 240 – Ballot proposition for a community center

**Discussion**

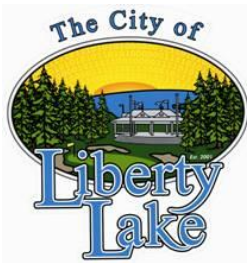
- City Council
- Public Comments

**13. INTRODUCTION OF UPCOMING AGENDA ITEMS**

**14. CITIZEN COMMENTS**

**15. ADJOURNMENT**

# **PROCLAMATION**



# **PROCLAMATION**

## **CITY OF LIBERTY LAKE, WASHINGTON**

### **A PROCLAMATION OF THE CITY OF LIBERTY LAKE, WASHINGTON DECLARING MAY 20<sup>TH</sup> AS LEMONADE DAY IN THE GREATER SPOKANE VALLEY**

**WHEREAS**, Lemonade Day is a free, community-wide educational event providing children with the opportunity to learn and apply entrepreneurial thinking and create a foundation for success in the global economy; and,

**WHEREAS**, Lemonade Day exists to infuse today's youth with the spirit of enterprise, teaching the basic business and entrepreneurial skills necessary to become successful, contributing members of their communities; and

**WHEREAS**, Lemonade Day has a core philosophy of Spend, Save, and Share that is implemented by teaching children how to start, own and operate a business, learn goal-setting, develop a business plan, establish a budget, seek investors, provide customer service and give back to the community; and

**WHEREAS**, Lemonade Day offers opportunities for families, businesses, schools, youth organizations, faith-based communities, neighborhoods, institutes of higher learning, and government agencies to unite for a common purpose – to train the next generation of entrepreneurs; and

**WHEREAS**, Lemonade Day is an event that demonstrates to young people of Liberty Lake that they are important and citizens care about their future; and

The City of Liberty Lake salutes and commends the Greater Spokane Valley Chamber of Commerce, volunteers, participants and young entrepreneurs of Lemonade Day, a program that advances life skills, character, and entrepreneurship. Lemonade Day fuels two of the chamber's Big 5 initiatives, Greater Learning and Greater Vision .

**NOW, THEREFORE, BE IT RESOLVED** that I, Steve Peterson, Mayor of the City of Liberty Lake, Washington, do hereby proclaim the May 20, 2017 as

***“LEMONADE DAY IN THE GREATER SPOKANE VALLEY”***

Given under my hand and seal as Mayor of the City of Liberty Lake, Washington this 2<sup>nd</sup> day of May, 2017

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Steve Peterson, Mayor

# REPORT



# 2017 FIRST QUARTER REPORT

## Highlights of 1st Quarter

- ♦ **STCU Finance Class**
- ♦ **Adult Crafts Classes begin**
- ♦ **Kids Code Club begins**
- ♦ **Early Literacy classes now 4X each week**
- ♦ **Nerf Wars continue**
- ♦ **STEM-tacular Thursdays**
- ♦ **Totally Untidy Toddlers draws over 100**
- ♦ **Family Craft Classes begin, must be offered 2X to meet demand**
- ♦ **Winter Reading Program, all ages: 1,412 books read!**
- ♦ **Family Movie Night every month**
- ♦ **Friends' Valentine Basket Auction raises \$580**
- ♦ **Friends of the Library purchase 3D Printer, classes to begin in April**
- ♦ **Linda Dockrey retires from Library Board after 10 years of service**
- ♦ **Liberty Lake resident Mindy Howe appointed to Library Board**
- ♦ **New service: Most Wanted Collection**

## **I. General Statistics**

Patron Visits	<b>18,158</b>
Check outs	<b>33,748</b>
Electronic	<b>4,398</b>
Circulation	<b>53,335</b>
ILL	<b>43</b>
Computer check out	<b>809</b>
Loaned to CIN	<b>3,893</b>
Borrowed from CIN	<b>2,968</b>

## **II. Programs**

Attendance	<b>1,022</b>
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## **III. Patrons \***

Adult	<b>2,636</b>
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## **Circulation Department**

Inventory completed March 16th.  
All items accounted for.

- ♦ **Most Wanted Collection debuts:**  
Selected bestseller titles in book and audio form acquired through a rental program with up to a year availability to Liberty Lake Library users only. Titles are available on a first-come-first-served basis, no holds, for a 2 week loan, no renewals.
- ♦ **Library management software updated in April offer patrons and staff greater functionality**

## **SNAPSHOT**

Adult Non-Res	1,657
Minor	1,078
Minor Non-Res	419
Homebound	17
Business	13
<b>Total cards</b>	<b>5,814</b>

\*Staff & other cards not shown

New Cards	<b>274</b>
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## **IV. Holdings**

Physical items	<b>28,767</b>
Digital items	<b>73,439</b>

**72% of collection is digital**

Coming soon:

- ♦ **EBSCO Discover:** New service acquired by CIN that will search LLM Library's databases and purchased ebooks stored online as well

## **Youth Department**

Because of the great popularity of last fall's monthly Move & Grove storytime, it is now offered every Monday morning.

Kids Code Club, a weekly class on learning to write computer code for upper elementary school-aged children, is so popular the kids arrive 1/2 hr ahead of time. This class is a result of our Hour of Code program in December.

Untidy Toddlers was over successful, attracting more participants (120) than the library or the parking lot could contain.

Items deleted: **2,065**

Items added: **596**

**CIN Holdings available to LLM**

**patrons: 582,718**

Reciprocal Borrowing Privileges at  
Spokane County Library District

**V. Fines/Fees : \$4,051**

## **Library Board 2017**

- **Lu Embrey**
- **Tricia Morgan**
- **Mindy Howe**
- **Carol Johns**
- **Pat Lutzenburger**

## **Adult Department**

New craft classes for adults and another for families have touched a need in LL. Classes are full and some must be offered twice to meet demand.

The new **Most Wanted Collection**, which gives our residents first crack at bestselling titles in book & audio form, is now well stocked and circulates briskly. This year-long experiment in renting best-sellers will be evaluated in December for patron satisfaction.

# 2017 FIRST QUARTER REPORT

## LIBERTY LAKE MUNICIPAL LIBRARY MISSION STATEMENT

The Liberty Lake Municipal Library enriches and advances the intellectual, cultural, and creative vitality of our extended community by establishing and maintaining avenues to information resources that support those interests, delivering them with personal service in a fast, courteous, and knowledgeable manner.

## LIBRARY BOARD STRATEGIC PLAN: RATIONALE

1. Global changes have local impact: the effects of technology on how people get information, process it, and use it in their daily lives is having a tremendous impact on educational facilities at all levels. Our mission to the Liberty Lake community requires that the library board and staff relate this impact to library space, resources, and services.
2. Local communities are on the front lines of these changes. Changes in technology and population size require a change in level of service and a re-organization of library facilities to meet the need for flexible community space and new technological infrastructure that is shared by libraries and other city facilities that sponsor or provide community activities
3. Change requires choices for the future made at the Council level in consultation/partnership with the Board of Trustees and Library Director
4. Change requires the choosing of a preferred direction that results in pro-active planning

In keeping with the mission of Liberty Lake Municipal Library, the Board of Trustees endorse and recommend the undertaking of a strategic planning campaign in the community during 2017. Research for improvement of our services will be conducted in the following areas:

Early Literacy: The 2014 WA legislature passed the Early Start Act in response to results of brain research identifying prenatal to age three as a critical time in a child's brain development. Early literacy strategies and opportunities at libraries are important sources for helping all children to be ready for Kindergarten. Over 10% of Liberty Lake children are under 6 years of age. Of these, less than 15% are enrolled in nursery school or preschool. How might our early literacy classes improve the opportunities for school success of all our children?

Digital Literacy: 22% of the youth in Liberty Lake are between the ages of 5 and 19 and 14% of our population are over 62. These two groups represent those most challenged by the need for digital literacy. The library is equipped with the hardware, software, and expertise to introduce children to digital literacy and provide a place to learn and practice outside of the school day. Many of our citizens over 65 missed the digital revolution and need help catching up. The library is the only place that free instruction and use of equipment is available 6 days a week. How can the library improve our local level of digital literacy?

Education: Resources for self-education and support of formal education have been library mainstays but the opportunities have increased substantially with the technology revolution and the new forms in which knowledge is transmitted. In hand with technology has come a change from the lone scholar in a corner to collaborative learning in small, often informal groups of two to four or more grouped around a computer monitor or white board. Education is also a by-product of creation and explains the rise of "makerspace" in libraries where the lone patron and groups learn as they create. Where does our community wish us to venture in our offerings?

Civic & Cultural Engagement: We know that the library is "the heart of the community" because of the variety and number of our patrons. But there is little space available for community engagement (11 chairs for teens & adults) and limited meeting space (39 in the meeting room). We exceed that limit with most of our programs & classes. Do these limits impede our ability to offer the level of civic and cultural opportunities of significant interest to a community such as ours?

*U.S. Census Bureau. American FactFinder, AreaVibes.com, Towncharts.com*

**City Council  
Subcommittee  
Agendas**



**From:** [Amanda Tainio](#)  
**To:** [Andrew Staples](#); [Jennifer Camp](#); [Jessica McGuire](#); [Katy Allen](#); [Robert Moore](#); [Shane Brickner](#); [Stan Jochim](#)  
**Cc:** [Ann Swenson](#); [Odin Langford](#); [Steve Peterson](#)  
**Subject:** 4-25 Community Development Committee 12pm  
**Start:** Tuesday, April 25, 2017 12:00:00 PM  
**End:** Tuesday, April 25, 2017 2:00:00 PM  
**Location:** City Hall conference Room

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Below is your agenda for the April 25th Community Development Committee meeting. If there is anything you would like to add for discussion at future meetings, please email me and I would be happy to add it.

If you will not be able to make it, please contact Odin and let Katy or I know.

Thanks,  
Amanda Tainio  
City of Liberty Lake  
Planning & Building Services Manager  
22710 E. Country Vista Dr.  
Liberty Lake, WA 99019  
Phone: 509-755-6708  
Fax: 509-755-6713  
HYPERLINK "mailto:atainio@libertylakewa.gov" atainio@libertylakewa.gov  
HYPERLINK "http://www.libertylakewa.gov/" www.libertylakewa.gov/

April 25th Meeting Agenda  
City Council Proposed Agenda Overviews  
Event Calendar Update  
City Project Updates  
Mission Ave. Trail  
Orchard Park Land Transfer Update

Next Meeting – May 23rd @ Noon

Future Meetings  
Parks, Recreation, & Public Art Commission  
Event Calendar Update  
Planning & Building Services Activity Update  
City Project Updates  
New Business Updates  
Grant Application Updates  
Orchard Park Land Transfer

***Finance Committee Meeting***  
***Agenda – City Hall Conference Room***

May 2, 2017  
6:00 PM to 7:00 PM

- I. Legislative Update
  - a. Bills
  - b. House & Senate Budget
- II. 1<sup>st</sup> Quarter Report
- III. April Monthly Dashboard
- IV. Investments
- V. LIFT Annual Report
- VI. Business Directory
- VII. Personnel Manual Update
- VIII. Voucher Review

**Public Safety Committee**

**Agenda**

**May 2<sup>nd</sup>, 2017**

**5:30 – 6:30 LLPD Small Conference Room**

**Library Report**

Pamela Mogen

**SVFD Report**

Chief Bryan Collins

**LLPD Report**

Chief Brian Asmus

Special Olympics Washington LLPD recognition

CIAW Board of Director's Annual Retreat

Starting Union Negotiations on Health Care Opener

MOU with SPD for records (Half Time Person)

Reserve Officer Update

Officer Holthaus Update

Officer Jordan Bowman (anticipated start date of May 8<sup>th</sup>)

AXON Body Camera 2 system has arrived/implementation

Surplus Patrol Car delivered to WSCJTC for recruit training

Cruising with the Cops event to honor Sgt. Gibson and benefit SOWA

Behind the Badge Foundation (Officer Suicide Focus)

New FBI SAC meeting on 4/26

**Unfinished Business**

**New Business**

**Adjourn**

# **ACTION ITEMS**

# City of Liberty Lake

## Consent Agenda for May 2, 2017 City Council Meeting

Report from the Mayor for pending claims and payment of previously-approved obligations through May 2, 2017

Payee	Description	Amount
	See attached voucher report.	
Total vouchers through May 2, 2017		\$ 84,730.34
	<b>TOTAL</b>	<b><u>\$84,730.34</u></b>

RECOMMENDATION: Approve and Authorize for Payment

ATTACHMENTS: All original invoices are on file with the City Treasurer.

SIGNATURES:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Finance Committee

# CHECK REGISTER

CITY OF LIBERTY LAKE

MCAG #: 2757

05/01/2017 To: 05/31/2017

Time: 08:33:32 Date: 04/27/2017

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1386	05/02/2017	Claims	1	24145	ACUSHNET COMPANY	184.17	PRO SHOP ITEMS
1387	05/02/2017	Claims	1	24146	ARROW CONSTRUCTION SUPPLY INC	525.00	MATERIALS
1388	05/02/2017	Claims	1	24147	ASSOCIATION OF WA CITIES	400.00	O LANGFORD '17 ANNUAL CONF REGISTRATION
1389	05/02/2017	Claims	1	24148	AUTO RAIN SUPPLY	72.74	MATERIALS
1390	05/02/2017	Claims	1	24149	AXON ENTERPRISE INC	14,924.06	BODY CAMERA UPDATE/DATA STORAGE
1391	05/02/2017	Claims	1	24150	BROWN BEARING COMPANY INC	153.67	MATERIALS
1392	05/02/2017	Claims	1	24151	BTAC ACQUISITION CORP	1,232.02	BOOKS
1393	05/02/2017	Claims	1	24152	CENTER POINT LARGE PRINT	47.62	BOOKS
1394	05/02/2017	Claims	1	24153	CENTURYLINK	74.27	TRAILHEAD PHONE
1395	05/02/2017	Claims	1	24154	COEUR D ALENE METALS	404.13	MATERIALS
1396	05/02/2017	Claims	1	24155	DIRECTV	168.97	SATELLITE TV
1397	05/02/2017	Claims	1	24156	DISCOUNT SCHOOL SUPPLY	39.99	JONTI CRAFT CUBBIE TRAY
1398	05/02/2017	Claims	1	24157	ECOVA INC	208.50	REGISTRATIONS
1399	05/02/2017	Claims	1	24158	EMPLOYMENT SECURITY DEPARTMENT	5,771.11	Q1 '17 UNEMPLOYMENT CLAIMS
1400	05/02/2017	Claims	1	24159	EWFOA	80.00	GALE MEMBERSHIP/SPRING MEETING
1401	05/02/2017	Claims	1	24160	EWU FOUNDATION	25.00	MAYOR PETERSON DRIVER FOR EXCELLENCE DINNER REGISTRATION
1402	05/02/2017	Claims	1	24161	FREE PRESS PUBLISHING INC	53.90	LEGAL ADS
1403	05/02/2017	Claims	1	24162	GALLS LLC	1,503.72	M HOLTHAUS UNIFORM
1404	05/02/2017	Claims	1	24163	HORIZON	371.92	MATERIALS
1405	05/02/2017	Claims	1	24164	HORNUNGS GOLF PRODUCTS INC	181.51	PRO SHOP ITEMS
1406	05/02/2017	Claims	1	24165	INDUSTRIAL COMMUNICATIONS - SPOKANE	369.92	EMERGENCY VEHICLE INSTALLATION LABOR
1407	05/02/2017	Claims	1	24166	INSULTAB INC	145.00	MATERIALS
1408	05/02/2017	Claims	1	24167	INTOXIMETERS	502.12	MATERIALS
1409	05/02/2017	Claims	1	24168	LAKESHORE LEARNING MATERIALS	137.58	PROGRAM KITS
1410	05/02/2017	Claims	1	24169	NORTH 40 OUTFITTERS	199.85	MATERIALS
1411	05/02/2017	Claims	1	24170	NORTHWEST HYDRO TECH	1,114.18	SERVICES
1412	05/02/2017	Claims	1	24171	O'REILLY AUTO PARTS	111.81	MATERIALS
1413	05/02/2017	Claims	1	24172	OFFICE DEPOT	291.99	OFFICE SUPPLIES
1414	05/02/2017	Claims	1	24173	PACIFIC GOLF & TURF LLC	707.12	MATERIALS
1415	05/02/2017	Claims	1	24174	PAR WEST TURF SERVICES INC	411.59	MATERIALS
1416	05/02/2017	Claims	1	24175	PEPLINSKI EXCAVATION INC	7,642.91	SERVICES
1417	05/02/2017	Claims	1	24176	JOAN PETERS	752.00	REC CLASSES 3/22-4/22/17
1418	05/02/2017	Claims	1	24177	STEPHEN K PETERSON	72.77	MILEAGE MAR
1419	05/02/2017	Claims	1	24178	PLANET TURF	1,590.47	MATERIALS
1420	05/02/2017	Claims	1	24179	PONTI VETERINARY HOSPITAL INC	145.99	SERVICES
1421	05/02/2017	Claims	1	24180	PROFORCE LAW ENFORCEMENT	597.26	AMMO
1422	05/02/2017	Claims	1	24181	PURCHASE POWER	1.00	POSTAGE METER OVERAGE FEE
1423	05/02/2017	Claims	1	24182	QUILL CORPORATION	121.60	SUPPLIES



# CHECK REGISTER

CITY OF LIBERTY LAKE

MCAG #: 2757

05/01/2017 To: 05/31/2017

Time: 14:58:28 Date: 04/26/2017

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1424	05/02/2017	Claims	1	24183	R & R PRODUCTS INC	76.50	MATERIALS
1425	05/02/2017	Claims	1	24184	RICHARD WHITEHEAD & ASSOCIATES LLC	299.00	BRANTINGHAM INSTRUCTOR DEVELOPMENT 9/18-22/17
1426	05/02/2017	Claims	1	24185	SIRCHIE FINGER PRINT LAB	217.69	SUPPLIES
1427	05/02/2017	Claims	1	24186	SKILLPATH SEMINARS	348.00	T HUNTER REGISTRATION THE MANAGING MULTIPLE PROJECTS SEMINAR,THE ADMINISTRATIVE ASST'S CONF
1428	05/02/2017	Claims	1	24187	LOUIS C SOWERS	450.00	PRE-EMPLOYMENT PSYCHOLOGICAL EVAL JORDAN BOWMAN
1429	05/02/2017	Claims	1	24188	SPOKANE COUNTY AUDITOR	261.00	BOUNDARY LINE ADJ,CERTIFIED COPY
1430	05/02/2017	Claims	1	24189	SPOKANE COUNTY DIST CT	3,107.12	COURT FEES MAR
1431	05/02/2017	Claims	1	24190	SPOKANE COUNTY TREASURER	566.24	SERVICES
1432	05/02/2017	Claims	1	24191	SPOKANE REGIONAL HEALTH DISTRICT	250.00	SPLASH PAD PERMIT
1433	05/02/2017	Claims	1	24192	SPOKANE VALLEY POWER TOOL INC	8.33	MATERIALS
1434	05/02/2017	Claims	1	24193	SPRAY CENTER ELECTRONICS INC	41.28	MATERIALS
1435	05/02/2017	Claims	1	24194	SPVV LANDSCAPE ARCHITECTS	34,339.50	ORCHARD PARK CONSTRUCTION DOCUMENTS
1436	05/02/2017	Claims	1	24195	STERLING CODIFIERS	530.00	SUPPLEMENT #19
1437	05/02/2017	Claims	1	24196	TIRE-RAMA	505.23	SERVICES; SERVICES
1438	05/02/2017	Claims	1	24197	WASHINGTON RECREATION AND PARK	489.00	MEMBERSHIP,ANNUAL CONF
1439	05/02/2017	Claims	1	24198	WELCH COMER & ASSOC INC	461.00	SERVICES
1440	05/02/2017	Claims	1	24199	WHITLEY FUEL LLC	1,083.36	MATERIALS
1441	05/02/2017	Claims	1	24200	WILBUR-ELLIS COMPANY LLC	332.49	MATERIALS
1442	05/02/2017	Claims	1	24201	WITTKOPF ENTERPRISES INC	27.14	MATERIALS
001 General Fund						29,439.55	
110 Street Fund						9,122.84	
314 Orchard Park						34,695.50	
420 Golf Operations Fund						5,701.34	
501 Unemployment Fund						5,771.11	
						<hr/>	
						84,730.34	Claims: 84,730.34

## CHECK REGISTER

CITY OF LIBERTY LAKE

MCAG #: 2757

05/01/2017 To: 05/31/2017

Time: 14:58:28 Date: 04/26/2017

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim a just, due and unpaid obligation against the City of Liberty Lake, and that I am authorized to authenticate and certify to said claim."

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

"I, the undersigned, do hereby certify under penalty of perjury that the claim is a just, due and unpaid obligations against the City of Liberty Lake, and that I am authorized to certify to said claim."

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date





**AGENDA ITEM NO.: 11Bi**

**BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON**

**SUBJECT:**

Cooperation Agreement with Spokane County  
CDBG (Community Development Block Grant)

**FOR THE AGENDA OF:** May 2<sup>nd</sup>, 2017

**DEPT. OF ORIGIN:** Administrative Services

**EXHIBIT:**

A – CDBG Letter and Agreement

**DEPT. HEAD APPROVAL:**

<b>EXPENDITURE REQUIRED:</b>	<b>No</b>
<b>BUDGETED:</b>	<b>Not Applicable</b>

**SUMMARY STATEMENT**

City of Liberty Lake had been a member of the Spokane County Urban Consortium since 2009. The City desires to continue its membership with the Consortium. Included with the agreement is a report on the funding that citizens of Liberty Lake have received from CDBG.

**RECOMMENDED ACTION**

1. Authorize the Mayor to approve and sign the Cooperation Agreement for Community Development Block Grant and Related Funds.



COMMUNITY SERVICES, HOUSING, AND COMMUNITY DEVELOPMENT DEPARTMENT  
Christine Barada, Director

February 6, 2017

Honorable Steve Peterson  
City of Liberty Lake  
22710 East County Vista Drive  
Liberty Lake, WA 99019

Dear Mayor Peterson:

Spokane County has participated in the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) entitlement program since 1988 and in the HOME entitlement program since 1991. Every three years, HUD requires Urban County Consortia, such as Spokane County, to re-qualify. Currently, Spokane County is scheduled to re-qualify in 2017 for fiscal years 2018, 2019, and 2020.

The City of Liberty Lake has been a member of the Spokane County Urban Consortium since 2009.

Enclosed is a list of the projects for which past CDBG, HOME, and/or AHTF funds have been used in Liberty Lake.

During the re-qualification period, the City of Liberty Lake may, according to regulations, choose to continue to participate or not, as a member of the consortium. **If you choose to remain in the consortium, please send a letter (sample enclosed) by June 13, 2017 stating your choice.**

**If you decide not to participate in the consortium, you need to notify Spokane County and HUD in writing by June 19, 2017.** The contact person at HUD is:

John W. Peters  
U.S. Department of Housing and Urban Development  
Seattle Federal Office Building  
909 First Avenue, Suite 300  
Seattle, WA 98104-1000



The choice not to participate in the consortium means:

1. The City of Liberty Lake will not be eligible to receive CDBG and HOME program funds from Spokane County;
2. The population of Liberty Lake will not be included in the urban county;
3. The City of Liberty Lake will be eligible to apply to the State of Washington Department of Community Development for State Community Development Block Grant and HOME program funds.

If the City of Liberty Lake would like to continue as a consortium member, please review the attached interlocal cooperation agreement. The agreement requires the City of Liberty Lake to commit to the consortium for a three-year period, unless subsequent notice is given to HUD. Present the agreement to your city council for review, discussion, and acceptance. In addition to sending the initial letter, **please return the signed interlocal agreement not later than June 23, 2017.** Once the agreement is signed by the Spokane County Board of Commissioners, a copy of the fully executed document will be mailed to you.

In addition to HUD urban qualification notification procedures, there is the inclusion of additional language in the interlocal cooperation agreement, in order to administer the Spokane County Affordable Housing Trust Fund (Substitute House Bill 2060) and the Spokane County Homeless Housing Assistance Act (HHAA) Fund (ESSHB 2163, 1359 and 2331). As in past years, this authorizes Spokane County's Housing and Community Development Advisory Committee (HCDAC) to serve as the regional body for reviewing proposals, initiatives, and making funding recommendations for these programs.

If you have any questions about Spokane County's CDBG, HOME, Affordable Housing Trust Fund, or HHAA programs, please contact Tim Crowley, Division Manager, at 477-4488 or at [tcrowley@spokanecounty.org](mailto:tcrowley@spokanecounty.org). Thank you.

Sincerely,



Christine Barada  
Director

RC/tpl

Enclosures: 3

**COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING IN  
THE CITY OF LIBERTY LAKE**

<b>PROJECT DESCRIPTION</b>	<b>PROGRAM YEAR</b>	<b>FUNDED AMOUNT</b>	
SNAP EMERGENCY HOUSING REPAIR	2008	\$	453
SNAP EMERGENCY HOUSING REPAIR	2009	\$	717
SNAP EMERGENCY HOUSING REPAIR	2012	\$	626
SNAP EMERGENCY HOUSING REPAIR	2013	\$	182
SNAP EMERGENCY HOUSING REPAIR	2014	\$	424
SNAP EMERGENCY HOUSING REPAIR	2015	\$	276
SNAP EMERGENCY HOUSING REPAIR	2016	\$	627
TOTAL		\$	<b>3,305</b>

**HOME/AFFORDABLE HOUSING TRUST FUND (2060)  
FUNDING IN THE CITY OF LIBERTY LAKE\***

<b>PROJECT DESCRIPTION</b>	<b>PROGRAM YEAR</b>	<b>FUNDED AMOUNT</b>	
FIRST LIBERTY BOND APARTMENTS	2007	\$	100,000
TALON HILLS APARTMENTS	2010	\$	100,000
BROADWING APARTMENTS	2011	\$	400,000
TOTALS		\$	600,000

\* Doesn't include Tenant Based Rental Assistance or Homebuyer Downpayment Assistance

Sample Letter: Please Print on Official Municipality Letterhead

REQUEST TO PARTICIPATE AS MEMBER OF SPOKANE COUNTY CONSORTIUM FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT AND RELATED  
FUNDING (HOME, AHTF - 2060, HOMELESS HOUSING ASSISTANCE ACT - HHAA)

(Date)

Spokane County Community Services,  
Housing, & Community Development Department  
312 West 8<sup>th</sup> Ave., Fourth Floor  
Spokane WA 99204

Dear Ms. Barada:

The municipality of \_\_\_\_\_ hereby officially chooses to participate as a member of the Spokane County Urban Consortium for the federal fiscal years of 2018, 2019, and 2020.

Sincerely,

Signature

Printed Name and Title

**COOPERATION AGREEMENT FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT  
AND RELATED FUNDS (HOME, AHTF, HHAA)**

THIS AGREEMENT, made and entered into by and between Spokane County (hereinafter called the County) and the City Liberty Lake (hereinafter called the City) this \_\_\_\_ day of \_\_\_\_, 2017.

**WITNESSETH**

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable laws, Spokane County is entitled to receive Community Development Block Grant (CDBG) funds for federal fiscal years 2018, 2019, and 2020; and

WHEREAS, the amount of CDBG funds to which the County may be entitled is in part dependent upon the population of other CDBG eligible applicant cities and towns which by this Agreement elect to participate in the CDBG and HOME Entitlement Program with the County; and

WHEREAS, the purpose of this Cooperation Agreement, which is entered into pursuant to, and in accordance with the State Interlocal Cooperation Act, RCW 39.34 is to plan for, and administer the CDBG Program and the HOME Investment Partnership Program (HOME).

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

1. The City may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years 2018, 2019, and 2020, the years during which the City is participating in the Spokane County CDBG and HOME Program.
2. The City may not participate in a HOME consortium except through Spokane County, regardless of whether Spokane County receives a HOME formula allocation.
3. The Spokane County urban county qualification period is federal fiscal years 2015, 2016, and 2017.
4. This Agreement remains in effect until the CDBG and HOME funds and income received for federal fiscal years 2018, 2019, and 2020 are expended and the funded activities are completed. The County and the City may not terminate or withdraw from this Agreement while the Agreement remains in effect.
5. The County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.
6. The County and the City will take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. This includes the obligation to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, as well as obligation to comply with other applicable laws.

7. The County will not use CDBG or HOME funding for activities in, or in support of a City that does not affirmatively further fair housing within the City's jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.
8. The City has adopted and is enforcing: a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and, b) a policy of enforcing applicable State and local laws against physically barring entrance to, or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within jurisdictions.
9. The County and the City will not obstruct the implementation of the approved Consolidated Housing and Community Development Plan and subsequent Annual Action Plan(s) during the period covered by this Agreement.
10. The County has final responsibility for selecting CDBG and HOME activities and annually filing the Consolidated Housing and Community Development Annual Action Plan and the Consolidated Annual Performance and Evaluation Report with the U.S. Department of Housing and Urban Development.
11. The County and City are subject to the same requirements applicable to CDBG subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.
12. The County and City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
13. The City agrees to participate in the Regional County Homeless Program and Regional Affordable Housing Trust Fund Program, both which authorize Spokane County's Housing and Community Development Advisory Committee (HCDAC) to serve as the regional body for reviewing proposals, initiatives, and making funding recommendations for Affordable Housing Trust Fund (2060) and Homeless Housing Assistance Act (HHAA - 2163, 1359, and 2331) activities.
14. The Spokane County's Housing and Community Development Advisory Committee will review CDBG, HOME, Affordable Housing Trust Fund (2060), and Homeless Housing Assistance Act (HHAA - 2163, 1359, and 2331) program policies, plans, and applicant funding proposals and recommend to the Board of County Commissioners funding of applicant proposals.
15. The Spokane County's Housing and Community Development Advisory Committee will include a representative of the City appointed by the Spokane County Board of Commissioners in consultation with the Mayor and/or Council of the City.

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by:

City of Liberty Lake

Spokane County

---

Honorable Steve Peterson  
Mayor

---

Al French  
Chair, Spokane County Board of Commissioners





**AGENDA ITEM NO.: 11Biii**

**BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON**

**SUBJECT:** MOU with Spokane Police

**FOR THE AGENDA OF:** May 2, 2017

**DEPT. OF ORIGIN:** Police

**EXHIBIT:** MOU

**DEPT. HEAD APPROVAL:** Chief Brian Asmus

<b>EXPENDITURE REQUIRED:</b>	<b>YES</b>
<b>BUDGETED:</b>	<b>YES</b>

**SUMMARY STATEMENT**

The City of Spokane Police Department records division has requested assistance from Liberty Lake Police Department in implementing a new records management system. The LLPD records clerk is considered a subject matter expert in the new regional records management system. Since the system is regional and multiple agencies are users of the system, it is important as a region that the implementation goes well. SPD has requested that LLPD records clerk assist them in the implementation. To do so, we are considering entering into a memorandum of understanding with SPD to allow our records clerk to work 20 hours a week at LLPD and 20+ hours a week at SPD. SPD will reimburse the City of Liberty Lake for the time and benefits for the use of our records clerk as outlined in the MOU. It is anticipated that the MOU will be for a six month period. LLPD would like to hire a halftime person to fill the 20 hours that our records clerk will be at SPD. This position will be temporary and only filled until the MOU expires.

The MOU has been reviewed by our city attorney.

**RECOMMENDED ACTION**

Staff recommendation is to approve the Memorandum of Understanding with Spokane Police Department.

**THIS MEMORANDUM OF UNDERSTANDING**, made and entered into by and between the Spokane Police Department, a division of the City of Spokane, a municipal corporation of the State of Washington, having offices for the transaction of business at West 1100 Mallon Avenue Spokane, Washington 99260, and the Liberty Lake Police Department, a division of the City of Liberty Lake, a municipal corporation of the State of Washington, having offices for the transaction of business at 23127 East Mission Avenue, Liberty Lake, Washington, and jointly referred hereinafter as the “PARTIES”.

Now therefore, the SPD and LLPD agree as follows:

#### **SECTION NO. 1: RECITALS AND FINDINGS**

- (a) This MOU is authorized for use by the PARTIES under the Washington State Interlocal Cooperation Act (RCW 39.34); and
- (b) Certain Personal Services specifically needed by the Agency identified as SPD for the organization and evaluation of internal department functionalities, and the neighboring Agency of the LLPD can provide the necessary assistance authorized by RCW 39.34.

#### **SECTION NO. 2: DEFINITIONS**

- (a) Agreement: “Agreement” means this Interlocal Agreement (ILA) and also memorialized more simply as a Memorandum of Understanding (MOU) between the LLPD and SPD regarding the services provided for the reorganization of the workflow and structure of the SPD Regional Records Department specializing in Incident Based Reporting best practices.
- (b) LLPD: “LLPD” means the Liberty Lake Police Department of Liberty Lake, WA
- (c) SPD: “SPD” means the City of Spokane Police Department (SPD) of Spokane, WA
- (d) Records: “Records” means the Records Division of the Spokane Police Department that oversees all records related to police response for select agencies in the Tyler New World implementation.
- (e) IBR: “IBR” means Incident Based Reporting which is the federal standard for police report submissions for crime reporting metrics.

#### **SECTION NO. 3: PURPOSE**

The purpose of this MOU is to reduce to writing the “PARTIES” understandings as to their respective financial obligations for services rendered related to:

- (1) **Records Department Workflow Assessment** – LLPD anticipates, initially, the need for twenty (20) to thirty (30) hours per week at SPD to address/evaluate all workflow aspects of records, and construct changes for employee operations, management and policy enforcement of new business practices. This will ensure all aspects of the services rendered are tuned to make sure IBR best practices and efficiencies are embedded. Certain areas may also need immediate remedy (IBR, warrants, merging with errors, incident reports/docs, Sector citations), which may be unknown, and require additional dedicated time to develop procedures that will ensure operations run as smoothly as possible for all PARTIES in the future.

- (2) **Compensation** – Total compensation for LLPD’s services under this MOU shall be for a maximum amount not to exceed forty nine thousand dollars (\$49,000.00), plus applicable taxes unless modified by the PARTIES in a written amendment to this MOU. This is the maximum amount to be paid under this MOU for the work described in this Section 3, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this MOU.

The rate of billing shall be as follows:

- A. Twenty (20) hours per week to be performed for SPD at an hourly rate of \$38.00 per hour payable to the City of Liberty Lake by the City of Spokane.
- B. Ten (10) hours minimum per week in allowable overtime to be performed for SPD at the applicable overtime rate of \$57.00 per hour payable to the City of Liberty Lake by the City of Spokane.
- C. In addition to the hourly rates listed above, a flat rate of \$15.45 per hour will be added to each hour worked for SPD for the purpose of covering the costs of the benefits incurred by the LLPD Records Clerk. This will be payable to the City of Liberty Lake by the City of Spokane.

The SPD shall pay the LLPD on a reimbursable basis, accompanied by receipts for allowable expenses and the provisions of all necessary supporting financial documentations. The City of Liberty Lake shall submit an invoice for payment to the City of Spokane Police Department, Administration Office, West 1100 Mallon Avenue Spokane, Washington, 99201. Payment shall be made within thirty (30) days after receipt of the invoice as provided by state law. If the City of Spokane Police Department objects to all or any portion of the invoice, it shall immediately notify the City of Liberty Lake and reserves the right to only pay that portion of the invoice not in dispute. In that event, the PARTIES shall immediately make every effort to settle the disputed amount.

- (3) **Authority** – This ILA authorizes the LLPD Records Clerk on special assignment at SPD to create and enforce, by delegation from SPD Command Staff, practices/processes throughout the records department in order to make effectual change. The LLPD Records Clerk on special assignment at SPD will document in written form, for SPD Command Staff approval and dissemination, new procedures/policies.
- (4) **Evaluation** – After the first ninety (90) days of this dated MOU, SPD and all Agencies participating in serviced rendered by the Records Department will assess the workflow and organization changes. Upon confirmation, additional ninety (90) day increments may be approved to extend this MOU until a maximum total of nine (9) months from the last signature dates of this MOU has been reached.
- (5) **Collaboration** – The Records reorganization effort will require access to other SPD units and staff, including but not limited to: Patrol, Investigations, Crime Analysis and Command Staff for input on procedures for reports possibly changing based upon IBR submissions and further analysis.

#### **SECTION NO. 4: DURATION/WITHDRAWAL**

This MOU shall commence on execution by SPD of an agreement with LLPD and run for a term of a maximum of nine (9) months. A three (3) month period shall be referred to as the ("Initial Term"). Upon successful completion of the Initial Term, this MOU may be renewed upon mutual agreement of the PARTIES up to the maximum term allotted under this MOU of nine (9) months. All Renewals/Extensions shall be subject to all terms and conditions set forth herein, and mutual agreement of the PARTIES, memorialized with the same formality as this MOU.

This MOU may not be terminated during the Initial Term; except upon mutual agreement of the PARTIES. Subsequent to the Initial Term, either party may terminate this MOU for any reason whatsoever, upon a minimum of two (2) weeks advanced written notice to the other party.

#### **SECTION NO. 5: NOTICE**

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third (3<sup>rd</sup>) day following the day on which the same have been mailed by first (1<sup>st</sup>) class delivery, postage prepaid to SPD or LLPD at the address set forth below for the PARTIES, or at such other address as either party shall from time-to-time designate by advanced notice in writing to the other party:

**SPD:** Major Eric Olson  
1100 West Mallon Avenue  
Spokane, WA 99260

**LLPD:** Chief Brian Asmus  
23127 East Mission  
Liberty Lake, WA 99019

#### **SECTION NO. 6: RECORDS REVIEW**

The SPD shall maintain for a minimum of six (6) years, any records with respect to the subject matter of this MOU. The LLPD shall be allowed to conduct random reviews, during reasonable business hours of the records generated by SPD in the performance of this MOU. The LLPD will provide the SPD with reasonable advance notice of such record(s) reviews. The PARTIES agree that they will make best efforts to achieve a resolution of any potential records confidentiality issues, including entering into confidentiality agreements or other similar mechanisms that will allow disclosure of the necessary information to accurately conduct a records review, or per state law, federal law, or judgment or court order by the appropriate jurisdictional governing authority over the contents and subject matter of this MOU.

#### **SECTION NO. 7: COUNTERPARTS**

This MOU may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**SECTION NO. 8: ASSIGNMENT**

No party may assign in whole or part its interest in this MOU without the prior written approval of the other party.

**SECTION NO. 9: LIABILITY**

SPD shall indemnify, defend and hold harmless the LLPD, its officers and employees from all claims, demands, or suits in law or equity arising from SPD's intentional or negligent acts or breach of its obligations under the MOU. SPD's duty to indemnify shall not apply to loss or liability caused by the intentional acts of LLPD, its officers and employees.

Reciprocally LLPD shall indemnify, defend and hold harmless, SPD its officers and employees from all claims, demands, or suits in law or equity arising from LLPD's intentional or negligent acts or breach of its obligations under the MOU. LLPD's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of SPD, its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right(s) of indemnity, and/or any other legal right shall apply to such proportion.

Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or omission given rise to liability shall accept all liability for the other party's officer or employee's negligence.

Each party's duty to indemnify shall survive the termination or expiration of the MOU.

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of LLPD and/or SPD employees acting within the scope of this MOU. The PARTIES have specifically negotiated this provision in accordance with laws of the State of Washington.

\_\_\_\_\_  
SPD initials

\_\_\_\_\_  
LLPD initials

**SECTION NO. 10: RELATIONSHIP OF THE PARTIES**

LLPD is interested only in the results to be achieved by the rendering of the services hereunder, and further the right to control the particular manner, method and means in which SPD meets its responsibilities is solely within the discretion of SPD. Any and all employees who provide services to LLPD under this MOU shall be deemed employees solely of SPD. SPD shall be solely responsible for the conduct and action of all employees under this MOU, and any liability that may attach thereto.

Likewise, no agent, employee, servant or representative of LLPD shall be deemed to be an employee, agent, servant or representative of SPD for any purpose.

**SECTION NO. 11: MODIFICATION**

This MOU may be modified in writing by mutual written agreement of the PARTIES. Modification may include participation by additional parties not covered by the present MOU.

**SECTION NO. 12: PROPERTY AND EQUIPMENT**

The ownership of all property, equipment, source codes, and software for all cost items shall remain with SPD unless otherwise specifically and mutually agreed to by the PARTIES in advance.

**SECTION NO. 13: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT**

This MOU contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this MOU. No changes or additions to this MOU shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES, and with the same formality as this MOU.

SPD and LLPD were each represented by their own attorney in the drafting of this MOU, and each relied upon the advice of their own attorney. This MOU was fully negotiated and the terms herein were either accepted by, or independently drafted or revised by SPD and LLPD. Accordingly, this MOU shall not be construed against the drafting party which undertook the principal preparation, but shall be construed as if both SPD and LLPD jointly prepared this MOU, and any ambiguity contained herein, shall not be interpreted against any party.

This MOU shall be binding upon the PARTIES hereto, their successors and assigns.

**SECTION NO. 14: DISPUTE RESOLUTION**

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Such dispute shall first be reduced to writing. If the SPD CEO and the LLPD Administrator cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04 RCW shall be applicable to any arbitration proceeding.

SPD and LLPD shall have the right to designate one (1) person each to act as an arbitrator. The two (2) selected arbitrators shall then jointly select a third (3<sup>rd</sup>) arbitrator. The decision of the arbitration panel shall be binding on the PARTIES, and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split between the disputing PARTIES.

#### **SECTION NO. 15: VENUE STIPULATION**

This MOU has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this MOU shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this MOU, or any provision hereto, shall be instituted only in court of competent jurisdiction within Spokane County Washington.

#### **SECTION NO. 16: SEVERABILITY**

The PARTIES agree that if any parts, terms or provisions of this MOU are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the MOU. If it should appear that any part, term, or provision of this MOU is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this MOU shall be deemed to modify to conform to such statutory provision.

#### **SECTION NO. 17: HEADINGS**

The section headings appearing in this MOU have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

#### **SECTION NO. 18: TIME OF ESSENCE OF MOU**

Time is of the essence of this MOU and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this MOU, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

#### **SECTION NO. 19: UNCONTROLLABLE CIRCUMSTANCES/IMPOSSIBILITY**

A delay or interruption in or failure of performance of all or any part of this MOU resulting from uncontrollable circumstances shall be deemed not a default under this MOU.

A delay or interruption in or failure of performance of all or any part of this MOU resulting from any change in or new law, order, rule or regulation of any nature which renders providing of services in accordance with the terms of this MOU legally impossible, and any other circumstances beyond the control of the SPD which render legally impossible the performance by the SPD of its obligations under this MOU, shall be deemed not a default under this MOU.

**SECTION NO. 20: FILING**

The LLPD shall file this MOU with its LLPD clerk or alternatively place the MOU on the LLPD's website. The SPD shall file this MOU with the SPD auditor, or, alternatively, place the MOU on the SPD's website or other electronically retrievable public source.

**SECTION NO. 21: EXECUTION AND APPROVAL**

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for the purposes of confirming this MOU.

**SECTION NO. 22: COMPLIANCE WITH LAWS**

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this MOU.

**SECTION NO. 23: DISCLAIMER**

Except as otherwise provided, this MOU shall not be construed in any manner that would limit either party's authority or powers under law.

**SECTION NO. 24: ANTI-KICKBACK**

No officer or employee of the LLPD, having the power or duty to perform an official act or action related to this MOU shall have or acquire any interest in the MOU, or have solicited, accepted or granted a present or future gift, favor, or other thing of value from or to any person involved in the MOU.

**SECTION NO. 25: NON-DISCRIMINATION**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this MOU because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

**SECTION NO. 26: NO THIRD PARTY BENEFICIARIES**

Nothing in this MOU is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.



## **SECTION NO. 27: INSURANCE**

During the term of the MOU, the SPD shall maintain in force at its own expense, each insurance noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000.
- B. General Liability Insurance on an occurrence basis, with a combined single limits of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this MOU. It shall provide that the LLPD, its officers and employees are additional insureds but only with respect to the SPD's services to be provided under this MOU;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$15,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this MOU. The coverage must remain in effect for two (2) years after the MOU is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the SPD or its insurer(s) to the LLPD.

## **SECTION NO. 28: RCW 39.34 REQUIRED CLAUSES**

- A. **PURPOSE**: See section No. 3 above.
- B. **DURATION**: See section No. 4 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS**: No new or separate legal or administrative entity is created to administer the provisions of this MOU.
- D. **RESPONSIBILITIES OF THE PARTIES**: See provisions above.
- E. **MOU TO BE FILED**: See section No. 20.
- F. **FINANCING**: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION**: See section No. 4 above.
- H. **PROPERTY UPON TERMINATION**: See section No. 12 above.

**IN WITNESS WHEREOF**, the PARTIES have caused this MOU to be executed on date and year opposite their respective signatures.

**City of Liberty Lake**

**City of Spokane Police Department**

By: \_\_\_\_\_  
Signature/Date

By: \_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Sean P. Boutz, City Attorney



**AGENDA ITEM NO.: 11Biv**

**BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON**

**SUBJECT:** Bid Award for On Call Landscaping Agreement

**FOR THE AGENDA OF:** May 2, 2017

**DEPT. HEAD APPROVAL:**

**DEPT. OF ORIGIN:** Public Works

**EXHIBIT:** Bid Tabulation, Contract

<b><u>EXPENDITURE REQUIRED:</u></b>	Yes
<b><u>BUDGETED:</u></b>	Yes

**SUMMARY STATEMENT**

Bids were opened on 4-27-17 for the Liberty Lake On Call Landscaping Agreement after a solicitation to three qualified contractors on our small works roster. We received one bid. The On Call Agreement allows us to efficiently execute work by supplementing our City staff during the peak work times and for special projects.

The low bid for the Landscaping On Call Agreement is Greenleaf Landscaping, Inc. The agreement is for three one-year terms, renewable at the end of each calendar year. This allows for the City and Contractor to mutually benefit from an established relationship. The agreement may be cancelled in writing at any time by either party with 60 days notice. The rates for work performed will be reviewed by the Financial Services and Public Works departments on an annual basis before the Agreement is renewed near the end of the calendar year. The work under this Agreement is subject to prevailing wage law. It is important to note that the Agreement does not guarantee a Contractor any amount of work, it sets up rates for labor, equipment and materials, and establishes guidelines for the working relationship between the City and Contractor.

**RECOMMENDED ACTION**

Staff recommends:

1. Approve the Agreement and authorize the Mayor to sign/execute the Agreement.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Agreement Documents for the following price(s):

BID ITEM NUMBER	UNIT OF MEASURE	ITEM DESCRIPTION	UNITS	UNIT PRICE	TOTAL
1	HR	DEBRIS HAULING W/TRUCK	10	55	550
2	---	---	---	---	---
3	---	---	---	---	---
4	HR	IRRIGATION SPRINKLER INSTALLER	10	55	550
5	HR	LANDSCAPE EQUIPMENT OPERATORS	10	75	750
6	HR	LANDSCAPING OR PLANTING LABOR	10	45	450
7	HR	LICENSED SPRAY TECHNICIAN	10	75	750
8	PERCENT	CONTRACTOR MARKUP FOR MATERIALS		\$5,000.00	—
9	PERCENT	CONTRACTOR MARKUP FOR LABOR		\$5,000.00	—
SUBTOTAL				3050.00	
				268.40	
GRAND TOTAL				3328.40	

### Notes:

- 1) All rates for equipment are hourly and include operator.
- 2) All rates will be reviewed by the City and Contractor annually.
- 3) Prevailing wage law is applicable to this bid.
- 4) Spray technicians must hold a valid Commercial Applicator license from WSDA.
- 5) Vehicles parked at City Hall or at other locations are not considered to be "in use". Charges will only accumulate while the operator is using the vehicle for assigned work.
- 6) These quantities are for bidding purposes only, actual payments will be based upon work performed.
- 7) Not used.
- 8) Sales tax shall be applied in accordance with WAC 458-20-170 & 171.
- 9) Items requested for install or repair by the City not listed on the bid tab shall be dealt with on a case by case basis, an example of this would be significant traffic control.
- 10) The City has estimated that a Contractor could supply the City with \$10,000 worth of materials and labor over the course of a calendar year. On bid items 8 and 9 the Contractor is instructed to add in their percentage for markup on materials purchased and labor provided for the work performed for the City.

## ON CALL LANDSCAPING AGREEMENT

THIS AGREEMENT ("Agreement") IS MADE BY AND BETWEEN THE CITY OF LIBERTY LAKE, A CODE CITY OF THE STATE OF WASHINGTON, HEREINAFTER "CITY" AND GREENWAVE LANDSCAPING INC. HEREINAFTER "CONTRACTOR", JOINTLY REFERRED TO AS "PARTIES".

IN CONSIDERATION of the terms and conditions contained herein the PARTIES covenant and agree as follows:

1. WORK TO BE PERFORMED. This Agreement allows the City to have flexibility in achieving short and long term goals in a timely manner. It avoids delays if services are immediately required.

The general SCOPE of the project consists of the following: The Contractor shall furnish all equipment, labor and materials for the following: median island cleaning, debris removal, plant pruning, vegetation management, fertilizing, pesticide application, irrigation repair/maintenance, brush removal, and other work as requested by the City Administrator ("Administrator"), or designee.

The Administrator or designee shall administer and be the primary contact for Contractor. Contractor shall receive the Administrator's written authorization to proceed with the work. Upon notice from the Administrator, Contractor shall promptly commence work, timely complete the same and cure any failure in performance under this Agreement.

All work shall be performed as directed by the Administrator and, if applicable, in conformance with City and State standards. Work shall be communicated to the Contractor through a) the attached Work Order form, b) by verbal communication, or c) by telephone. The intent shall be to keep a written record of all work assigned to the Contractor by the Administrator.

The Contractor shall be available for emergency work during daytime and nighttime hours by telephone. The maximum response time from a call to the Contractor arriving on site shall be less than 30 minutes unless otherwise arranged. Response time to make normal repairs shall be within 24 to 48 hours of the request time by the City.

2. TERM OF AGREEMENT. This Agreement shall be in full force and effect upon execution of this Agreement and shall remain in effect until December 31, 2017. This Agreement may be renewed annually by mutual consent for two (2) additional years.

Either party may terminate this Agreement (or any renewal) by providing at least sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and satisfactorily performed prior to the termination date.

The total amount awarded through this Agreement per annum shall not be more than thirty five thousand dollars (\$35,000).

The Contractor shall keep in force during the term of this Agreement Washington State Industrial and Unemployment insurance and shall provide the City with proof of such insurance prior to execution of this Agreement. Contractor shall keep such insurance in force and effective throughout the term of this Agreement or any renewal term thereof.

The Contractor shall file a Statement of Intent to pay Spokane County Prevailing Wage rates with Washington State Department of Labor and Industries prior to receiving the first payment under this Agreement and annually thereafter at the beginning of the calendar year during the term of this Agreement or any renewal term thereof. All labor under this Agreement shall be paid in accordance with state prevailing wage law as applicable to the work being performed.

Performance and Payment bonds (with powers of attorney) for ten thousand dollars (\$10,000.00) each shall be filed with the City prior to execution of this Agreement.

3. COMPENSATION. The City agrees to pay the Contractor on a time and materials basis as set forth in the attached fee and cost schedule, which is incorporated herein. The percentage of mark up on materials shown on the bid form shall be the mark up used for all materials incorporated into the work assigned by the City. No additional compensation for the materials shall be made. Documentation of Contractor's cost for materials shall be submitted to the City by written invoice(s). The fee and cost schedule shall be revised annually during the term of this Agreement to determine if the fee(s) and cost(s) for said time and materials are mutually acceptable to the PARTIES. If necessary, the PARTIES will revise the fee(s) and cost(s) at that time to reflect the PARTIES mutual agreement.

4. PAYMENT. The Contractor shall be paid monthly upon completion of the work. Applications for payment shall be sent to the City Treasurer at the below stated address. Retainage shall be withheld in accordance with state law. Payment will be made based on a combination of hours worked and materials incorporated into completed and accepted work plus markup on materials.

The City will reimburse the Contractor for filing fees associated with the Affidavit of Wages Paid and Statement of Intent to Pay Prevailing Wage.

The City reserves the right to withhold payment under this Agreement which is determined in the reasonable judgment of the City Engineer to be noncompliant with the scope of work, City Standards, City ordinances and federal or state standards.

Retainage shall be kept by the City when required by state law. It is strongly recommended that the Contractor use the option of a retainage bond as allowed by state law. If retainage is held by the City, prior to release of retainage:

- a) Affidavits of Wages Paid shall be filed with Washington Department of Labor and Industries;
- b) City shall receive notice from Washington Employment Security Department (ESD) that ESD has no claim pursuant to RCW 50.24.130 and that ESD has released its lien on the retainage provided by RCW 60.28.040; and
- c) City shall receive notice from Washington Department of Revenue that the Contractor has fulfilled their tax obligations to the State of Washington.

5. NOTICE. Notice shall be given in writing as follows:

TO THE CITY:

Name: Ann Swenson, City Clerk  
Phone: (509) 755-6700  
Address: 22710 E. Country Vista Dr.  
Liberty Lake, WA 99019

TO THE CONTRACTOR:

Name: Greenleaf Landscaping  
Phone: 509 536 2885  
Mobile: 509 536 0471  
Address: 5206 E PESMET Spokane Valley WA 99212

6. APPLICABLE LAWS AND STANDARDS. The PARTIES, in the performance of this Agreement, agree to comply with all applicable Federal, State, Local laws, City ordinances, and regulations. Contractor shall exercise best efforts including the selection of high quality materials so that all services performed shall be in compliance with current ANSI A300 standards. All pruning shall be supervised or performed by a ISA Certified Arborist.

7. RELATIONSHIP OF THE PARTIES. It is hereby understood, agreed and declared that the Contractor shall be an independent Contractor and not the agent or employee of the City, that the City is interested in only the results to be achieved and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of the Contractor. Any and all employees who provide services to the City under this Agreement shall be deemed employees solely of the Contractor. The Contractor shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto.

8. CONTRACTOR TO BE LICENSED, BONDED AND INSURED. The Contractor shall be duly licensed and bonded by the State of Washington. Contractor shall purchase and maintain during the term of this Agreement a

comprehensive general liability policy in the amount of \$1,000,000.00 per occurrence, with a \$1,000,000 rider, with the City named as an additional insured. A copy of the certificate of insurance evidencing such insurance shall be provided to the City prior to the execution of this Agreement. Notice of cancellation of such insurance shall be given to the City by Contractor's insurer at least sixty (60) days prior to cancellation.

All work performed under this Agreement shall have a warranty period of two (2) years from the time the Work is completed.

9. INDEMNIFICATION AND HOLD HARMLESS. Each party shall indemnify and hold the other, its officers, employees, agents and volunteers harmless from and against any and all claims, demands, orders, decrees or judgments for injuries, death or damage to any person or property arising or resulting from any act or omission on the part of said party or its agents, employees or volunteers in the performance of this Agreement, including but not limited to all reasonable attorney fees and costs.

10. WAIVER. No officer, employee, agent or other individual acting on behalf of either party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any provision hereof shall in no way to be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

11. ASSIGNMENT AND DELEGATION. Neither party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other party.

12. JURISDICTION AND VENUE. This Agreement is entered into in Spokane County, Washington. Venue shall be in Spokane County, State of Washington.

13. COST AND ATTORNEY'S FEES. In the event a lawsuit is brought with respect to this Agreement, the prevailing party shall be awarded its costs and attorney's fees in the amount to be determined by the Court as reasonable. Unless provided otherwise by statute, Contractor's attorney fees payable by the City shall not exceed the lump sum amount of this Agreement.

14. ENTIRE AGREEMENT. This written Agreement constitutes the entire and complete Agreement between the PARTIES and supersedes any prior oral or written Agreements but shall also include the following, which are incorporated herein and made a material part of this Agreement.

- a. Contractor Performance Bond;
- b. Contractor Payment Bond;
- c. Addenda; and
- d. All Exhibits to this Agreement, including but not limited to the Contractor's Bid and related documents, Notice to Proceed, or Work Orders.

This Agreement may not be changed, modified or altered except in writing signed by the PARTIES hereto.

15. ANTI-KICKBACK. No officer or employee of the City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement this 24 day of April, 2017.

CITY OF LIBERTY LAKE:

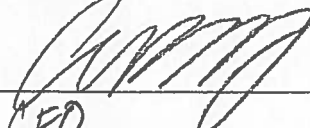
\_\_\_\_\_  
Steve Peterson, Mayor

ATTEST:

\_\_\_\_\_  
Ann Swenson, City Clerk

CONTRACTOR:

\_\_\_\_\_  
Title:

  
CFO

APPROVED AS TO FORM:

\_\_\_\_\_  
Sean P. Boutz, City Attorney





**AGENDA ITEM NO.: 11Bv**

**BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON**

**SUBJECT:** Bid Award for On Call Arborist Agreement

**FOR THE AGENDA OF:** May 2, 2017

**DEPT. HEAD APPROVAL:**

**DEPT. OF ORIGIN:** Public Works

**EXHIBIT:** Bid Tabulation, Contract

<b><u>EXPENDITURE REQUIRED:</u></b>	Yes
<b><u>BUDGETED:</u></b>	Yes

**SUMMARY STATEMENT**

Bids were opened on 4-27-17 for the Liberty Lake On Call Arborist Agreement after a public solicitation. We received one bid. The On Call Agreement allows us to efficiently execute work by supplementing our City staff during the peak work times and for special projects.

The low bid for the On Call Arborist Agreement is Greenleaf Landscaping, Inc. The agreement is for three one-year terms, renewable at the end of each calendar year. This allows for the City and Contractor to mutually benefit from an established relationship. The agreement may be cancelled in writing at any time by either party with 60 days notice. The rates for work performed will be reviewed by the Financial Services and Public Works departments on an annual basis before the Agreement is renewed near the end of the calendar year. The work under this Agreement is subject to prevailing wage law. It is important to note that the Agreement does not guarantee a Contractor any amount of work; it sets up rates for labor, equipment and materials, and establishes guidelines for the working relationship between the City and Contractor.

**RECOMMENDED ACTION**

Staff recommends:

1. Approve the Agreement and authorize the Mayor to sign/execute the Agreement.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Agreement Documents for the following price(s):

BID ITEM NUMBER	UNIT OF MEASURE	ITEM DESCRIPTION	UNITS	UNIT PRICE	TOTAL
1	HR	DEBRIS HAULING W/TRUCK	10	45	450
2	HR	DEBRIS CHIPPING	10	45	450
3	HR	STUMP GRINDING	10	50	500
4	HR	GENERAL LABOR	10	45	450
5	HR	CREW LEAD LABOR	10	50	500
6	HR	CERTIFIED ARBORIST	10	55	550
7	---	---	---	---	---
8	PERCENT	CONTRACTOR MARKUP FOR MATERIALS	25%	\$5,000.00	6,250
9	PERCENT	CONTRACTOR MARKUP FOR LABOR	0%	\$5,000.00	5000
SUBTOTAL					14,150
<del>1 Hic 1 Chainsaw operator</del>					<del>75</del>
GRAND TOTAL					<del>14,900</del>

Notes:

- 1) All rates for equipment are hourly and include operator
- 2) All rates will be reviewed by the City and Contractor annually
- 3) Prevailing wage law is applicable to this bid
- 4) Not used
- 5) Vehicles parked at City Hall or at other locations are not considered to be "in use". Charges will only accumulate while the operator is using the vehicle for assigned work.
- 6) These quantities are for bidding purposes only, actual payments will be based upon work performed
- 7) Not used
- 8) Sales tax shall be applied in accordance with WAC 458-20-170 & 171
- 9) Items requested for install or repair by the City not listed on the bid tab shall be dealt with on a case by case basis, an example of this would be significant traffic control
- 10) The City has estimated that a Contractor could supply the City with \$10,000 worth of materials and labor over the course of a calendar year. On bid items 8 and 9 the Contractor is instructed to add in their percentage for markup on materials purchased and labor provided for the work performed for the City.

This item not part of bid

Recalculated Grand Total by ADS

\$14,150.00

## ON CALL ARBORIST AGREEMENT

THIS AGREEMENT ("Agreement") IS MADE BY AND BETWEEN THE CITY OF LIBERTY LAKE, A CODE CITY OF THE STATE OF WASHINGTON, HEREINAFTER "CITY" AND Greenleaf Landscaping HEREINAFTER "CONTRACTOR", JOINTLY REFERRED TO AS "PARTIES". *THC*

IN CONSIDERATION of the terms and conditions contained herein the PARTIES covenant and agree as follows:

1. **WORK TO BE PERFORMED.** This Agreement allows the City to have flexibility in achieving short and long term goals in a timely manner. It avoids delays if services are immediately required.

The Contractor shall furnish all equipment, labor and materials to install, repair, or maintain the following: tree pruning, vegetation management, stump grinding, brush removal, chipping, material disposal, tree planting, traffic control, and other work as requested by the City Administrator ("Administrator"), or designee.

The Administrator or designee shall administer and be the primary contact for Contractor. Contractor shall receive the Administrator's written authorization to proceed with the work. Upon notice from the Administrator, Contractor shall promptly commence work, timely complete the same and cure any failure in performance under this Agreement.

All work shall be performed as directed by the Administrator and, if applicable, in conformance with City and State standards. Work shall be communicated to the Contractor through a) the attached Work Order form, b) by verbal communication, or c) by telephone. The intent shall be to keep a written record of all work assigned to the Contractor by the Administrator.

The Contractor shall be available for emergency work during daytime and nighttime hours by telephone. The maximum response time from a call to the Contractor arriving on site shall be less than 30 minutes unless otherwise arranged. Response time to make normal repairs shall be within 24 to 48 hours of the request time by the City.

2. **TERM OF AGREEMENT.** This Agreement shall be in full force and effect upon execution of this Agreement and shall remain in effect until December 31, 2017. This Agreement may be renewed annually by mutual consent for two (2) additional years.

Either party may terminate this Agreement (or any renewal) by providing at least sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and satisfactorily performed prior to the termination date.

The total amount awarded through this Agreement per annum shall not be more than thirty five thousand dollars (\$35,000).

The Contractor shall keep in force during the term of this Agreement Washington State Industrial and Unemployment insurance and shall provide the City with proof of such insurance prior to execution of this Agreement. Contractor shall keep such insurance in force and effective throughout the term of this Agreement or any renewal term thereof.

The Contractor shall file a Statement of Intent to pay Spokane County Prevailing Wage rates with Washington State Department of Labor and Industries prior to receiving the first payment under this Agreement and annually thereafter at the beginning of the calendar year during the term of this Agreement or any renewal term thereof. All labor under this Agreement shall be paid in accordance with state prevailing wage law as applicable to the work being performed.

Performance and Payment bonds (with powers of attorney) for ten thousand dollars (\$10,000.00) each shall be filed with the City prior to execution of this Agreement.

3. **COMPENSATION.** The City agrees to pay the Contractor on a time and materials basis as set forth in the attached fee and cost schedule, which is incorporated herein. The percentage of mark up on materials shown on the bid form shall

be the mark up used for all materials incorporated into the work assigned by the City. No additional compensation for the materials shall be made. Documentation of Contractor's cost for materials shall be submitted to the City by written invoice(s). The fee and cost schedule shall be revised annually during the term of this Agreement to determine if the fee(s) and cost(s) for said time and materials are mutually acceptable to the PARTIES. If necessary, the PARTIES will revise the fee(s) and cost(s) at that time to reflect the PARTIES mutual agreement.

4. PAYMENT. The Contractor shall be paid monthly upon completion of the work. Applications for payment shall be sent to the City Treasurer at the below stated address. Retainage shall be withheld in accordance with state law. Payment will be made based on a combination of hours worked and materials incorporated into completed and accepted work plus markup on materials.

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- b) City shall receive notice from Washington Employment Security Department (ESD) that ESD has no claim pursuant to RCW 50.24.130 and that ESD has released its lien on the retainage provided by RCW 60.28.040; and
- c) City shall receive notice from Washington Department of Revenue that the Contractor has fulfilled their tax obligations to the State of Washington.

5. NOTICE. Notice shall be given in writing as follows:

TO THE CITY:

Name: Ann Swenson, City Clerk  
Phone: (509) 755-6700  
Address: 22710 E. Country Vista Dr.  
Liberty Lake, WA 99019

TO THE CONTRACTOR:

Name: Greenleaf Landscaping Inc  
Phone: 509 536 2285  
Mobile: 509 570 6273  
Address: 5602 E DESMET

6. APPLICABLE LAWS AND STANDARDS. The PARTIES, in the performance of this Agreement, agree to comply with all applicable Federal, State, Local laws, City ordinances, and regulations. Contractor shall exercise best efforts including the selection of high quality materials so that all services performed shall be in compliance with current ANSI A300 standards. All pruning shall be supervised or performed by a ISA Certified Arborist.

7. RELATIONSHIP OF THE PARTIES. It is hereby understood, agreed and declared that the Contractor shall be an independent Contractor and not the agent or employee of the City, that the City is interested in only the results to be achieved and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of the Contractor. Any and all employees who provide services to the City under this Agreement shall be deemed employees solely of the Contractor. The Contractor shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto.

8. CONTRACTOR TO BE LICENSED, BONDED AND INSURED. The Contractor shall be duly licensed and bonded by the State of Washington. Contractor shall purchase and maintain during the term of this Agreement a comprehensive general liability policy in the amount of \$1,000,000.00 per occurrence, with a \$1,000,000 rider, with the City named as an additional insured. A copy of the certificate of insurance evidencing such insurance shall be provided to

the City prior to the execution of this Agreement. Notice of cancellation of such insurance shall be given to the City by Contractor's insurer at least sixty (60) days prior to cancellation.

All work performed under this Agreement shall have a warranty period of two (2) years from the time the Work is completed.

9. INDEMNIFICATION AND HOLD HARMLESS. Each party shall indemnify and hold the other, its officers, employees, agents and volunteers harmless from and against any and all claims, demands, orders, decrees or judgments for injuries, death or damage to any person or property arising or resulting from any act or omission on the part of said party or its agents, employees or volunteers in the performance of this Agreement, including but not limited to all reasonable attorney fees and costs.

10. WAIVER. No officer, employee, agent or other individual acting on behalf of either party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any provision hereof shall in no way to be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

11. ASSIGNMENT AND DELEGATION. Neither party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other party.

12. JURISDICTION AND VENUE. This Agreement is entered into in Spokane County, Washington. Venue shall be in Spokane County, State of Washington.

13. COST AND ATTORNEY'S FEES. In the event a lawsuit is brought with respect to this Agreement, the prevailing party shall be awarded its costs and attorney's fees in the amount to be determined by the Court as reasonable. Unless provided otherwise by statute, Contractor's attorney fees payable by the City shall not exceed the lump sum amount of this Agreement.

14. ENTIRE AGREEMENT. This written Agreement constitutes the entire and complete Agreement between the PARTIES and supersedes any prior oral or written Agreements but shall also include the following, which are incorporated herein and made a material part of this Agreement.

- a. Contractor Performance Bond;
- b. Contractor Payment Bond;
- c. Addenda; and
- d. All Exhibits to this Agreement, including but not limited to the Contractor's Bid and related documents, Notice to Proceed, or Work Orders.

This Agreement may not be changed, modified or altered except in writing signed by the PARTIES hereto.

15. ANTI-KICKBACK. No officer or employee of the City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement this 26 day of April, 2017.

CITY OF LIBERTY LAKE:


\_\_\_\_\_  
Steve Peterson, Mayor

ATTEST:

\_\_\_\_\_  
Ann Swenson, City Clerk

CONTRACTOR:

\_\_\_\_\_  
Title:

  
CFO Anna Rose Mejia

APPROVED AS TO FORM:

\_\_\_\_\_  
Sean P. Boutz, City Attorney

**FIRST READ  
ORDINANCE**

**ORDINANCE NO. 240**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON; DESCRIBING CONSTRUCTION OF A COMMUNITY CENTER INCLUDING A LIBRARY AND RELATED CITY FACILITIES; DECLARING THE ESTIMATED COST OF SUCH IMPROVEMENTS; PROVIDING FOR THE ISSUANCE OF \$9,000,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS PAYABLE FROM AD VALOREM TAXES LEVIED AGAINST ALL THE TAXABLE PROPERTY WITHIN THE CITY; PROVIDING FOR THE SUBMISSION OF THE PROPOSITION OF INCURRING SUCH INDEBTEDNESS TO THE QUALIFIED ELECTORS AT A SPECIAL ELECTION TO BE HELD ON TUESDAY, AUGUST 1, 2017; PROVIDING FOR THE NOTICE OF SUCH ELECTION; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO**

**CITY OF LIBERTY LAKE  
Spokane County, Washington**

**UNLIMITED TAX GENERAL OBLIGATION BONDS  
PRINCIPAL AMOUNT OF \$9,000,000**

THE CITY COUNCIL OF THE CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON, DO ORDAIN as follows:

WHEREAS, the City of Liberty Lake, Spokane County, Washington (the “City”), is a code city duly organized and existing under and by virtue of the Constitution and the laws of the state of Washington (the “State”) now in effect;

WHEREAS, the City Council of the City (the “Council”) has determined that the development of a community center which includes a library adjacent to Town Square Park within the City is required to better serve the needs of the citizens of the City;

WHEREAS, in order to provide funds to plan, acquire, design, construct, equip and install such capital improvements, the Council hereby deems it necessary and advisable that the City issue and sell its unlimited tax general obligation bonds in the principal amount of \$9,000,000 (the “Bonds”) to pay the costs of the Project (as defined in Section 2 below), all pursuant to the provisions of chapters 35.22 and 39.46 RCW;

WHEREAS, RCW 29A.04.330 requires that a special election be called for the submission of a proposition to the qualified electors within the City for their approval or rejection prior to incurring such bonded indebtedness; and

WHEREAS, the City will notify the Spokane County Auditor, as *ex officio* Supervisor of Elections for the City, in compliance with chapters 29A.04 and 29A.40 RCW, of its intention to hold a special election on Tuesday, August 1, 2017, to submit the proposition of the issuance of the Bonds to the qualified electors of the City for their approval or rejection;



NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED AND ORDERED, as follows:

**Section 1:** The Council hereby determines that the best interest of the residents of the City requires the planning, acquisition, design, construction and installation of certain capital improvements and betterments to its facilities, together with all necessary appurtenances, fixtures and furnishings therefore.

**Section 2:** The proposed capital improvements (the “Project”) to be paid for with the Bond proceeds are as follows:

(a) Construction of a community center which includes a library adjacent to Town Square Park;

(b) Ancillary costs of engineering, architectural, construction management, attorneys’ fees, costs of bond issuance, permits, accounting costs, easements and any other expenses or consultant fees incidental thereto, together with all necessary appurtenances, fixtures and furnishings thereto.

Such capital improvements and betterments described in Section 2 above, which do not include the replacement of equipment, are to be more fully described in the plans and specifications to be prepared by, or to cause to be prepared by, the City’s architects and engineers and to be filed with the City.

**Section 3:** If, in the opinion of the Council, the needs of the City change in a manner that results in a circumstance wherein any portion of the above-referenced capital improvements is not required or in the best interests of the City, the Council retains the right not to acquire, construct and install such capital improvements and to reallocate the money originally contemplated therefore to other capital improvements to the City’s community center which includes a library deemed more necessary by the Council, or to deposit such money into the City’s Unlimited Tax General Obligation Bond Fund (the “Bond Fund”) to make debt service payments on the Bonds outstanding or to call and redeem a portion of the Bonds prior to maturity; provided, any change in use of Bond proceeds shall be in the form and manner required by law.

**Section 4:** The total estimated cost of the capital improvements is hereby declared to be approximately \$9,000,000 which shall be paid, if authorized and empowered by the three-fifths (3/5) majority approving vote of the qualified electors of the City, by the issuance and sale of the Bonds.

**Section 5:** In the event the City has other legally available money or there are Bond proceeds (or interest earnings thereon) remaining after the capital improvements set forth in Section 2 above have been completed or duly provided for, the Council retains the right to make additional capital improvements to the community center which includes a library of the City as are deemed necessary and desirable by the Council, or to deposit such money into the City’s Bond Fund to make debt service payments on the Bonds outstanding or to call and redeem a portion of the Bonds prior to maturity.

**Section 6:** In the event the Bond proceeds are insufficient to make all of the capital improvements set forth in Section 2 above, the City shall use the available money to pay the cost of such improvements set forth in Section 2 above deemed most necessary and to be in the best interest of the City by the Council.

**Section 7:** The Bonds, if approved and issued, shall be sold in such amounts and at such time or times as deemed necessary and advisable by the Council all as permitted by law. The Bonds shall bear interest at such rate or rates not to exceed the maximum provided by law at the time they are sold. The Bonds shall mature in such amounts and at such time or times within a maximum term of 30 years from their date of issue but may mature at an earlier date or dates, as authorized by the Council and provided by law. The Bonds shall be unlimited tax general obligations of the City; and, unless paid from other sources, both principal thereof and interest thereon shall be payable out of annual property tax levies to be made upon all taxable property within the City without limitation as to rate or amount. The designation of the Bonds may be changed to reflect the actual date of issuance. The exact date, form, terms and maturities of the Bonds shall be hereafter fixed by ordinance of the Council.

**Section 8:** A special election is hereby requested to be called, conducted and held within the City on Tuesday, August 1, 2017, for the purpose of submitting to the qualified electors of the City, for their approval or rejection, the City's proposal to make the capital improvements specified in Section 2 above; to incur indebtedness; to issue the Bonds to finance such capital improvements; and to levy taxes in excess of the regular property tax levies to pay the principal of and interest on the Bonds.

**Section 9:** The Spokane County Auditor is hereby authorized and directed to call and conduct the August 1, 2017, election pursuant to Engrossed Substitute Senate Bill 5124.

**Section 10:** Pursuant to RCW 29A.36.071, as amended, the Spokane County Prosecuting Attorney is requested to prepare the concise description of the proposition for the ballot title substantially in the following form:

PROPOSITION NO. 1

CITY OF LIBERTY LAKE

TOWN SQUARE COMMUNITY CENTER INCLUDING A LIBRARY  
PROJECT GENERAL OBLIGATION BONDS - \$9,000,000

The City Council of the City of Liberty Lake, adopted Ordinance No. 240, authorizing a proposition to fund the construction of a community center which includes a library. This proposition would authorize the City to construct a community center including a library adjacent to Town Square Park and other capital improvements; issue \$9,000,000 of general obligation bonds maturing within 30 years; and levy annual excess property tax levies to pay such bonds, as provided in Ordinance No. 240. Should this proposition be:

APPROVED: ☐

REJECTED: ☐

**Section 11:** Such election will be conducted by mail ballot. The procedures and forms to conduct such election by mail ballot shall be prescribed by the Spokane County Auditor in accordance with chapter 29A.40 RCW and chapter 434-250 WAC.

**Section 12:** In the event the Project is approved pursuant to RCW 39.36.020 and Article VII, Section 2(b) of the State Constitution, there shall be levied and collected annual tax levies in an amount sufficient in each such year during the life of the Bonds, and until the full payment of both principal thereof and interest thereon, as will provide levy proceeds sufficient in amount to fully pay currently maturing installments of principal of and interest on the Bonds as such becomes due. Such tax levies will be in excess of the regular annual tax levies permitted by law.

**Section 13:** The Spokane County Auditor shall prepare the notice of special election which shall be published at least once, which publication shall take place not more than 15 days nor less than five days prior to the mail-in registration deadline. Such publication shall be in a newspaper of general circulation within the City and in accordance with RCW 29A.52.355.

**Section 14:** The City Clerk of the City is hereby directed to deliver a certified copy of this Ordinance to the Spokane County Auditor, as *ex officio* Supervisor of Elections for the City, no later than May 12, 2017.

**Section 15:** Since May 12, 2017 is the deadline for filing an ordinance with the County Auditor calling for a special election on August 1, 2017, it is necessary that this Ordinance become effective immediately. Based upon such facts, an urgency and emergency is hereby declared to exist. Based upon such urgency and emergency, this Ordinance shall become effective upon its adoption.

ADOPTED AND APPROVED by the City Council of the City of Liberty Lake, Spokane County, Washington, at a regular meeting thereof, held on the 2<sup>nd</sup> day of May, 2017.

CITY OF LIBERTY LAKE  
Spokane County, Washington

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Steve Peterson, Mayor

ATTEST:

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Ann Swenson, City Clerk

( S E A L )

\* \* \* \* \*

## CERTIFICATE

I, Ann Swenson, City Clerk of the City of Liberty Lake, Spokane County, Washington, hereby certify that the foregoing Ordinance is a full, true and correct copy of an ordinance duly passed and adopted at a regular meeting of the Council, duly held at the regular meeting place thereof on May 2, 2017, of which meeting all members of such Council had due notice and at which a majority thereof was present; and that at such meeting such Ordinance was adopted by the following vote:

AYES, and in favor thereof:

NAYS:

ABSENT:

ABSTAIN:

I further certify that I have carefully compared the same with the original Ordinance on file and of record in my office; that such Ordinance is a full, true and correct copy of the original Ordinance adopted at such meeting; and that such Ordinance has not been amended, modified or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand on this 2<sup>nd</sup> day of May, 2017.

CITY OF LIBERTY LAKE  
Spokane County, Washington

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Ann Swenson, City Clerk

( S E A L )

**TO: The Spokane County Auditor, as ex officio Supervisor of Elections, for the City of Liberty Lake, Spokane County, Washington**

Pursuant to Ordinance No. 240, adopted by the City Council of the City of Liberty Lake, Spokane County, Washington (the "Council"), at a regular meeting of the Council held on May 2, 2017, a copy of which is attached hereto and by this reference made a part hereof, you are respectfully requested to submit the following proposition to the qualified electors of the City of Liberty Lake, Spokane County, Washington (the "City"), for their approval or rejection, at a special election to be held on Tuesday, August 1, 2017.

The proposition shall be in substantially the following form:

**PROPOSITION NO. 1**

**CITY OF LIBERTY LAKE**

**TOWN SQUARE COMMUNITY CENTER INCLUDING A LIBRARY  
PROJECT GENERAL OBLIGATION BONDS - \$9,000,000**

The City Council of the City of Liberty Lake, adopted Ordinance No. 240 authorizing a proposition to fund the construction of a community center which includes a library. This proposition would authorize the City to construct a community center including a library adjacent to Town Square Park and other capital improvements; issue \$9,000,000 of general obligation bonds maturing within 30 years; and levy annual excess property tax levies to pay such bonds, as provided in Ordinance No. 240. Should this proposition be:

APPROVED: ☐

REJECTED: ☐

The special election shall be conducted by mail ballot; and the procedures and forms to conduct the special election by mail ballot shall be prescribed by the Spokane County Auditor in accordance with chapter 29A.40 RCW and chapter 434-250 WAC.

DATED as of May 2, 2017.

**CITY OF LIBERTY LAKE  
Spokane County, Washington**

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Ann Swenson, City Clerk

# **Introduction of Upcoming Agenda Items**



## DRAFT CITY COUNCIL ADVANCED AGENDAS

For Planning Discussion Purposes Only

**As of April 28, 2017**

Please note: This is a work in progress; items are tentative

**May 16, 2017**

**DUE Wed, May 10**

1. Consent Agenda (minutes, vouchers)
2. General Business
  - i. Re-Confirmation of Jeff Sitton to Planning Commission
  - ii. Authorize the purchase of Walker B Series Mower in the amount of \$9,325.69

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### **TENTATIVE ITEMS:**

1. Service contract with Ptera for phones and cameras
2. RESOLUTION – Update to the Financial Policy
3. PRESENTATION: Municipal City Flag (CC confirmation in June /July)
4. Orchard Park land transfer (? 5/16 or 6/6)
5. River Crossing South Preliminary Plat Closed Record Public Hearing (6/6)
6. Six-Year Transportation Improvement Program – 2018 – 2023 (6/6)  
Public Hearing  
Resolution to adopt Plan
7. PRESENTATION: WM Donation to Rotary
8. Proposed 2016 - 2017 City Development Regulations Periodic Updates and City Comprehensive Plan Amendment(s)
  - a. City Council Workshop & Ordinance 1st Reading - June 6, 2017
  - b. City Council Public Hearing & Ordinance 2nd Reading - June 20, 2017
9. Award consultant contract for Harvard Bridge Revision (6/20)
10. Approve consultant contract for signals @ Madson/Signal (6/20)
11. Ordinance 236 – Moratorium extension for the Acceptance of Applications or Issuance of Permits for the Construction of Multifamily Housing; Providing for Severability; and Declaring an Emergency (expires 6/20)
12. Award bid for construction of beacon install @ Apts/HD (7/4 or alternate)
13. Ordinance 237 – Moratorium on the Acceptance of Applications and Issuance of Permits for Specific Types of Uses and Improvements in the I (Light Industrial) Zone; Providing Severability; and Declaring an Emergency (expires 8/21)
14. Award bid for signals @ Madson/Signal (potentially 10/17, pending successful funding)
15. Harvard Bridge Revision conceptual design presentation to Council (11/7)
16. Award bid for construction of Orchard Park (12/5)
17. Acknowledgement of Brian Cuda for his donation of time & expertise in helping the City to stream CC meetings.
18. Trutina 1st Addition Final Plat Resolution
19. Workshop discussion: I-502 issues and options